

Debtor 1	Levi D Bloom	
	First Name	Middle Name
Debtor 2 (Spouse, if filing)	First Name	Middle Name
Last Name		
United States Bankruptcy Court for the: <u>Western</u> District of <u>PA (Erie)</u>		
Case number (If known)	17-10192	

FILED

17 APR 17 AM 11:38

CLERK
U.S. BANKRUPTCY
COURT - ERIE

Official Form 427

Cover Sheet for Reaffirmation Agreement

12/15

Anyone who is a party to a reaffirmation agreement may fill out and file this form. Fill it out completely, attach it to the reaffirmation agreement, and file the documents within the time set under Bankruptcy Rule 4008.

Part 1: Explain the Repayment Terms of the Reaffirmation Agreement

1. Who is the creditor?	M&T Bank		
Name of the creditor			
2. How much is the debt?	On the date that the bankruptcy case is filed \$ <u>10,324.00</u>		
To be paid under the reaffirmation agreement \$ <u>10,324.00</u>			
\$ <u>248.38</u> per month for <u>47</u> months (if fixed interest rate)			
3. What is the Annual Percentage Rate (APR) of interest? (See Bankruptcy Code § 524(k)(3)(E).)	Before the bankruptcy case was filed <u>7.64</u> %		
	Under the reaffirmation agreement _____ % <input type="checkbox"/> Fixed rate <input type="checkbox"/> Adjustable rate		
4. Does collateral secure the debt?	<input type="checkbox"/> No <input type="checkbox"/> Yes. Describe the collateral. <u>2007, Chevrolet 1GCDT13E678251333</u> market value <u>\$ 9,675.00</u>		
5. Current Does the creditor assert that the debt is nondischargeable?	<input type="checkbox"/> No <input type="checkbox"/> Yes. Attach an explanation of the nature of the debt and the basis for contending that the debt is nondischargeable.		
6. Using information from Schedule I: Your Income (Official Form 106I) and Schedule J: Your Expenses (Official Form 106J), fill in the amounts.	Income and expenses reported on Schedules I and J		Income and expenses stated on the reaffirmation agreement
	6a. Combined monthly income from line 12 of Schedule I	\$ <u>2,394.10</u>	6e. Monthly income from all sources after payroll deductions \$ <u>2,394.10</u>
	6b. Monthly expenses from line 22c of Schedule J	\$ <u>2,391.50</u>	6f. Monthly expenses \$ <u>2,391.50</u>
	6c. Monthly payments on all reaffirmed debts not listed on Schedule J	\$ <u>0.00</u>	6g. Monthly payments on all reaffirmed debts not included in monthly expenses \$ <u>0.00</u>
	6d. Scheduled net monthly income	\$ <u>2.60</u>	6h. Present net monthly income \$ <u>2.60</u>
Subtract lines 6b and 6c from 6a. If the total is less than 0, put the number in brackets.		Subtract lines 6f and 6g from 6e. If the total is less than 0, put the number in brackets.	

Debtor 1

First Name _____ Middle Name _____ Last Name _____

Case number (if known) _____

7. Are the income amounts on lines 6a and 6e different?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Explain why they are different and complete line 10. _____
8. Are the expense amounts on lines 6b and 6f different?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Explain why they are different and complete line 10. _____
9. Is the net monthly income in line 6h less than 0?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. A presumption of hardship arises (unless the creditor is a credit union). Explain how the debtor will make monthly payments on the reaffirmed debt and pay other living expenses. Complete line 10. _____
10. Debtor's certification about lines 7-9	I certify that each explanation on lines 7-9 is true and correct.
If any answer on lines 7-9 is Yes, the debtor must sign here.	
If all the answers on lines 7-9 are No, go to line 11.	<input checked="" type="checkbox"/> _____ Signature of Debtor 1 <input checked="" type="checkbox"/> _____ Signature of Debtor 2 (Spouse Only in a Joint Case)
11. Did an attorney represent the debtor in negotiating the reaffirmation agreement?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Has the attorney executed a declaration or an affidavit to support the reaffirmation agreement? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes

Part 2: Sign Here

Whoever fills out this form must sign here. I certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this *Cover Sheet for Reaffirmation Agreement*.

*Christina Ruggiero
Signature

Date 4-12-17
MM / DD / YYYY

Christina Ruggiero
Printed Name

Check one:

Debtor or Debtor's Attorney
 Creditor or Creditor's Attorney

Check one.

Presumption of Undue Hardship

No Presumption of Undue Hardship

See Debtor's Statement in Support of Reaffirmation,
Part II below, to determine which box to check.

UNITED STATES BANKRUPTCY COURT
WESTERN PENNSYLVANIA (ERIE)

In re Levi D Bloom,
Debtor

Case No. 17-10192

Chapter 7

REAFFIRMATION DOCUMENTS

Name of Creditor: M&T Bank

Check this box if Creditor is a Credit Union

PART I. REAFFIRMATION AGREEMENT

Reaffirming a debt is a serious financial decision. Before entering into this Reaffirmation Agreement, you must review the important disclosures, instructions, and definitions found in Part V of this form.

A. Brief description of the original agreement being reaffirmed: Auto

For example, auto loan

B. **AMOUNT REAFFIRMED:** \$ 10,324.00

The Amount Reaffirmed is the entire amount that you are agreeing to pay. This may include unpaid principal, interest, and fees and costs (if any) arising on or before 2/27/2017, which is the date of the Disclosure Statement portion of this form (Part V).

See the definition of "Amount Reaffirmed" in Part V, Section C below.

C. The **ANNUAL PERCENTAGE RATE** applicable to the Amount Reaffirmed is 7.64 %.

See definition of "Annual Percentage Rate" in Part V, Section C below.

This is a (check one) Fixed rate

Variable rate

If the loan has a variable rate, the future interest rate may increase or decrease from the Annual Percentage Rate disclosed here.

A. Reaffirmation Agreement Repayment Terms (*check and complete one*):

\$248.38 per month for 47 months starting on 4/4/2017.



Describe repayment terms, including whether future payment amount(s) may be different from the initial payment amount.

B. Describe the collateral, if any, securing the debt:

Description: 2007, Chevrolet1GCDT13E678251333Current Market Value: \$9,675.00

C. Did the debt that is being reaffirmed arise from the purchase of the collateral described above?

Yes. What was the purchase price for the collateral? \$12,354.66

No. What was the amount of the original loan? \$ _____

D. Specify the changes made by this Reaffirmation Agreement to the most recent credit terms on the reaffirmed debt and any related agreement:

	Terms as of the Date of Bankruptcy	Terms After Reaffirmation
Balance due (<i>including fees and costs</i>)	<u>\$10,324.00</u>	<u>\$10,090.86</u>
Annual Percentage Rate	<u>7.64%</u>	<u>7.64%</u>
Monthly Payment	<u>\$248.38</u>	<u>\$248.38</u>

E. Check this box if the creditor is agreeing to provide you with additional future credit in connection with this Reaffirmation Agreement. Describe the credit limit, the Annual Percentage Rate that applies to future credit and any other terms on future purchases and advances using such credit:**PART II. DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT**

A. Were you represented by an attorney during the course of negotiating this agreement?

Check one. Yes No

B. Is the creditor a credit union?

Check one. Yes No

A. If your answer to EITHER question A. or B. above is "No," complete 1. and 2. below.

1. Your present monthly income and expenses are:

a. Monthly income from all sources after payroll deductions (take-home pay plus any other income)	\$ <u>2,394.10</u>
b. Monthly expenses (including all reaffirmed debts except this one)	\$ <u>2,143.12</u>
c. Amount available to pay this reaffirmed debt (subtract b. from a.)	\$ <u>250.98</u>
d. Amount of monthly payment required for this reaffirmed debt	\$ <u>248.38</u>

If the monthly payment on this reaffirmed debt (line d.) is greater than the amount you have available to pay this reaffirmed debt (line c.), you must check the box at the top of page one that says "Presumption of Undue Hardship." Otherwise, you must check the box at the top of page one that says "No Presumption of Undue Hardship."

2. You believe that this reaffirmation agreement will not impose an undue hardship on you or your dependents because:

Check one of the two statements below, if applicable:

You can afford to make the payments on the reaffirmed debt because your monthly income is greater than your monthly expenses even after you include in your expenses the monthly payments on all debts you are reaffirming, including this one.

You can afford to make the payments on the reaffirmed debt even though your monthly income is less than your monthly expenses after you include in your expenses the monthly payments on all debts you are reaffirming, including this one, because:

Use an additional page if needed for a full explanation.

B. If your answers to BOTH questions A. and B. above were "Yes," check the following statement, if applicable:

You believe this Reaffirmation Agreement is in your financial interest and you can afford to make the payments on the reaffirmed debt.

Also, check the box at the top of page one that says "No Presumption of Undue Hardship."

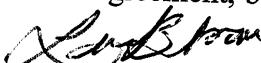
PART III. CERTIFICATION BY DEBTOR(S) AND SIGNATURES OF PARTIES

I hereby certify that:

- (1) I agree to reaffirm the debt described above.
- (2) Before signing this Reaffirmation Agreement, I read the terms disclosed in this Reaffirmation Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part V below;
- (3) The Debtor's Statement in Support of Reaffirmation Agreement (Part II above) is true and complete;
- (4) I am entering into this agreement voluntarily and am fully informed of my rights and responsibilities; and
- (5) I have received a copy of this completed and signed Reaffirmation Documents form.

SIGNATURE(S) (If this is a joint Reaffirmation Agreement, both debtors must sign.):

Date 7 April 2017

Signature 

Debtor

Date _____

Signature 

Joint Debtor, if any

Reaffirmation Agreement Terms Accepted by Creditor:

Creditor M&T Bank

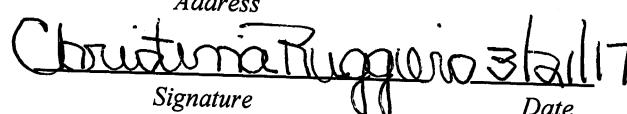
Print Name

475 Crosspoint Pkwy Getzville, NY 14068

Address

Christina Ruggiero

Print Name of Representative



Date

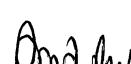
PART IV. CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

To be filed only if the attorney represented the debtor during the course of negotiating this agreement.

I hereby certify that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Check box, if the presumption of undue hardship box is checked on page 1 and the creditor is not a Credit Union.

Date 7 April 2017 Signature of Debtor's Attorney 

Print Name of Debtor's Attorney Sharon L. Smith

Reset

Save As...

Print

PART V. DISCLOSURE STATEMENT AND INSTRUCTIONS TO DEBTOR(S)

Before agreeing to reaffirm a debt, review the terms disclosed in the Reaffirmation Agreement (Part I above) and these additional important disclosures and instructions.

Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps, which are detailed in the Instructions provided in Part V, Section B below, are not completed, the Reaffirmation Agreement is not effective, even though you have signed it.

A. DISCLOSURE STATEMENT

1. **What are your obligations if you reaffirm a debt?** A reaffirmed debt remains your personal legal obligation to pay. Your reaffirmed debt is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Your obligations will be determined by the Reaffirmation Agreement, which may have changed the terms of the original agreement. If you are reaffirming an open end credit agreement, that agreement or applicable law may permit the creditor to change the terms of that agreement in the future under certain conditions.
2. **Are you required to enter into a reaffirmation agreement by any law?** No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments that you agree to make.
3. **What if your creditor has a security interest or lien?** Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage, or security deed. The property subject to a lien is often referred to as collateral. Even if you do not reaffirm and your personal liability on the debt is discharged, your creditor may still have a right under the lien to take the collateral if you do not pay or default on the debt. If the collateral is personal property that is exempt or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the collateral, as the parties agree or the court determines.
4. **How soon do you need to enter into and file a reaffirmation agreement?** If you decide to enter into a reaffirmation agreement, you must do so before you receive your discharge. After you have entered into a reaffirmation agreement and all parts of this form that require a signature have been signed, either you or the creditor should file it as soon as possible. The signed agreement must be filed with the court no later than 60 days after the first date set for the meeting of creditors, so that the court will have time to schedule a hearing to approve the agreement if approval is required. However, the court may extend the time for filing, even after the 60-day period has ended.
5. **Can you cancel the agreement?** You may rescind (cancel) your Reaffirmation Agreement at any time before the bankruptcy court enters your discharge, or during the 60-day period that begins on the date your Reaffirmation Agreement is filed with the court, whichever occurs later. To rescind (cancel) your Reaffirmation Agreement, you must notify the creditor that your Reaffirmation Agreement is rescinded (or canceled). Remember that you can rescind the agreement, even if the court approves it, as long as you rescind within the time allowed.

1. When will this Reaffirmation Agreement be effective?

a. If you *were* represented by an attorney during the negotiation of your Reaffirmation Agreement and

i. **if the creditor is not a Credit Union**, your Reaffirmation Agreement becomes effective when it is filed with the court unless the reaffirmation is presumed to be an undue hardship. If the Reaffirmation Agreement is presumed to be an undue hardship, the court must review it and may set a hearing to determine whether you have rebutted the presumption of undue hardship.

ii. **if the creditor is a Credit Union**, your Reaffirmation Agreement becomes effective when it is filed with the court.

b. If you *were not* represented by an attorney during the negotiation of your Reaffirmation Agreement, the Reaffirmation Agreement will not be effective unless the court approves it. To have the court approve your agreement, you must file a motion. See Instruction 5, below. The court will notify you and the creditor of the hearing on your Reaffirmation Agreement. You must attend this hearing, at which time the judge will review your Reaffirmation Agreement. If the judge decides that the Reaffirmation Agreement is in your best interest, the agreement will be approved and will become effective. However, if your Reaffirmation Agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home, you do not need to file a motion or get court approval of your Reaffirmation Agreement.

2. What if you have questions about what a creditor can do? If you have questions about reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement. If you do not have an attorney helping you, you may ask the judge to explain the effect of this agreement to you at the hearing to approve the Reaffirmation Agreement. When this disclosure refers to what a creditor "may" do, it is not giving any creditor permission to do anything. The word "may" is used to tell you what might occur if the law permits the creditor to take the action.

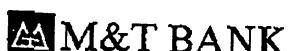
B. INSTRUCTIONS

1. Review these Disclosures and carefully consider your decision to reaffirm. If you want to reaffirm, review and complete the information contained in the Reaffirmation Agreement (Part I above). If your case is a joint case, both spouses must sign the agreement if both are reaffirming the debt.
2. Complete the Debtor's Statement in Support of Reaffirmation Agreement (Part II above). Be sure that you can afford to make the payments that you are agreeing to make and that you have received a copy of the Disclosure Statement and a completed and signed Reaffirmation Agreement.
3. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement, your attorney must sign and date the Certification By Debtor's Attorney (Part IV above).
4. You or your creditor must file with the court the original of this Reaffirmation Documents packet and a completed Reaffirmation Agreement Cover Sheet (Official Bankruptcy Form 427).
5. *If you are not represented by an attorney, you must also complete and file with the court a separate document entitled "Motion for Court Approval of Reaffirmation Agreement" unless your Reaffirmation Agreement is for a consumer debt secured by a lien on your real property, such as your home. You can use Form 2400B to do this.*

A. DEFINITIONS

1. **“Amount Reaffirmed”** means the total amount of debt that you are agreeing to pay (reaffirm) by entering into this agreement. The total amount of debt includes any unpaid fees and costs that you are agreeing to pay that arose on or before the date of disclosure, which is the date specified in the Reaffirmation Agreement (Part I, Section B above). Your credit agreement may obligate you to pay additional amounts that arise after the date of this disclosure. You should consult your credit agreement to determine whether you are obligated to pay additional amounts that may arise after the date of this disclosure.
2. **“Annual Percentage Rate”** means the interest rate on a loan expressed under the rules required by federal law. The annual percentage rate (as opposed to the “stated interest rate”) tells you the full cost of your credit including many of the creditor’s fees and charges. You will find the annual percentage rate for your original agreement on the disclosure statement that was given to you when the loan papers were signed or on the monthly statements sent to you for an open end credit account such as a credit card.
3. **“Credit Union”** means a financial institution as defined in 12 U.S.C. § 461(b)(1)(A)(iv). It is owned and controlled by and provides financial services to its members and typically uses words like “Credit Union” or initials like “C.U.” or “F.C.U.” in its name.

PA-102 12/1/2014



Retail Installment Contract and Security Agreement

Seller Name and Address	Buyer(s) Name(s) and Address(es)	Summary
MURRAYS FORD INC 3007 BLINKER PKWY DU BOIS PA 15801	LEVI DIAMOND BLOOM 77 MARLIN ST BROOKVILLE PA 15825	No. V2020J1850 Date 2/3/16 168357

Business, commercial or agricultural purpose Contract.

Truth-In-Lending Disclosure

Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate. 7.64 %	The dollar amount the credit will cost you. \$ 2548.14	\$ 12354.66	\$ 14902.80	The total cost of your purchase on credit, including your down payment of \$ 2465.00 \$ 17368.29

Payment Schedule. Your payment schedule is:

No. of Payments	Amount of Payments
60	\$ 248.38
\$.	
\$.	

When Payments are Due:
3/4/16

Security. You are giving us a security interest in the Property purchased.

Late Charge. If all or any portion of a payment is not received in full within 10 days after it is due, you will pay a late charge. The charge will be 2% of the part of the payment that is late. If the Vehicle is a heavy commercial motor vehicle, the charge will be 4% of the part of the payment that is late.

Prepayment. If you pay off this Contract early, you will not have to pay a penalty.

Contract Provisions. You can see the terms of this Contract for any additional information about nonpayment, breaking the terms of this Contract, any required repayment before the scheduled date, and prepayment refunds and penalties.

Buyer Restrictions. If you do not meet this Contract's obligations, you may lose the property that you bought in this sale.

Description of Property

Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
2007	CHEVROLET	COLORADO		1GCDT13E678251333	63,056
<input type="checkbox"/> New <input checked="" type="checkbox"/> Used <input type="checkbox"/> Demo			Other:		

Description of Trade-In

2008	CHEVROLET	COBALT
	1G1AX58F587325873	

This amount will earn finance charges from the date paid at the rate described in the Payment section until paid in full.

Sales Agreement

Payment. You promise to pay us the Amount Financed and Finance Charge according to the payment schedule as provided in the Truth-In-Lending Disclosure above. The Finance Charge is figured at the Annual Percentage Rate on the unpaid part of the Amount Financed until paid in full. Finance Charges accrue on a daily basis. Each payment will be applied, in any order that we determine, to earned and unpaid Finance Charges, to the unpaid part of the Amount Financed, and to other charges and amounts you owe under this Contract. You agree to pay late charges as provided in the Truth-In-Lending Disclosure. You also agree to pay any additional amounts according to this Contract's terms.

You understand and agree that some payments to third parties as a part of this Contract may involve money retained by us or paid back to us as commissions or other remuneration.

Down Payment. You also agree to pay or apply to the Total Cash Price, on or before the date of this Contract, any cash, rebate and net trade-in value described in the Itemization of Amount Financed.

Additional Protections

You may buy any of the following voluntary protection plans. They are not required to obtain credit nor are they a factor in the credit decision and are not a factor in the

Itemization of Amount Financed

1a. Cash price of motor vehicle	\$ 13,900.00
1b. Government taxes	\$ 594.00
1c. Accessories and installation	\$ N/A
1d. Delivery charge	\$ N/A
1e.	\$ N/A

Conditional Delivery

Conditional Delivery. If checked, you agree that the following agreement regarding securing financing ("Agreement") applies:

The Agreement is part of this Contract. The Agreement will no longer control after the assignment is accepted. If there are any conflicts between the terms of the Agreement and the Contract, the terms of this Contract will apply.

Itemization of Amount Financed

1a. Cash price of motor vehicle	\$ 13,900.00
1b. Government taxes	\$ 594.00
1c. Accessories and installation	\$ N/A
1d. Delivery charge	\$ N/A
1e. _____	\$ N/A
1f. _____	\$ N/A
1g. _____	\$ N/A
1h. _____	\$ N/A
1. Total Cash Price of Motor Vehicle (1a thru 1h)	\$ 14494.00
2a. Trade-in allowance	\$ 4000.00
2b. Less: Amount owing paid to: COMMUNITY BANK MA LOAN OPI	\$ 1534.51
2c. Net Trade-In (2a minus 2b)	\$ 2465.49
2d. Plus cash payment	\$ N/A
2e. Plus manufacturer's rebate	\$ N/A
2f. Plus (Other) _____	\$ N/A
2. Total Down Payment (if negative, enter \$0 and see 4a.)	\$ 2465.49
3. Unpaid Cash Price Balance (1 minus 2)	\$ 12028.51
4a. Prior credit or lease balance payment on Trade-in (paid to same as 2b.)	\$ 0.00
4b. Insurance premiums paid to insurance company(jes)	\$ N/A
4c. Paid to Public Officials (Incl. filing fees)	\$ 75.00
4d. (Optional) Service Contract paid to:	\$ N/A
4e. (Optional) Service Contract paid to:	\$ N/A
4f. Optional Gap Waiver (Debt Cancellation) paid to Seller	\$ N/A
4g. REGISTRATION pd to MURRAY'S FORD	\$ N/A
4h. _____ pd to _____	\$ 83.00
4i. DOC FEE pd to MURRAY'S FORD	\$ N/A
4j. ONLINE FEE pd to MURRAY'S FORD	\$ 125.00
4k. _____ pd to _____	\$ 15.15
4l. PLATE FEE pd to MURRAY'S FORD	\$ N/A
4m. _____ pd to _____	\$ 28.00
4n. N/A pd to N/A	\$ N/A
4o. N/A pd to N/A	\$ N/A
4p. N/A pd to N/A	\$ N/A
4. Total Other Charges and Amounts Paid to Others on Your Behalf (4a thru 4p)	\$ 326.15
5. Amount Financed (3+4)	\$ 12354.66
6. Finance Charge	\$ 2548.14
7. Time Balance (5+6)	\$ 14902.80

We may retain or receive a portion of any amount paid to others.

Insurance Disclosures

Credit Insurance. Credit life insurance and credit disability insurance are not required to obtain credit and are not a factor in the credit decision. In general, if you die, credit life insurance pays the unpaid part of the amount financed, assuming you made all payments on time. In general, credit disability insurance pays the scheduled payments due under this Contract while you are disabled. This insurance does not cover any increase in your payment or in the number of payments. The policies or certificates issued by the named insurance companies may further limit the coverage that credit life or credit disability